# APPENDIX D. SIGNATURE PAGE - EL PASO ISD VIDEO EQUIPMENT SOLUTION AND INSTALLATION SERVICES PROJECT

# IBM Statement of Work for Product Support Services Custom Services

IBM (we) will provide, and EL PASO ISD (you) agree to accept, IBM Services (Services) "Video Equipment Solution and Installation Services" under the terms and conditions of the IBM Customer Agreement and this Statement of Work.

For Scope of Services, Completion Criteria, Charges and other applicable terms refer to the IBM Proposal for the provisions of EL PASO ISD "Video Equipment Solution and Installation Services", dated January 17, 2002. IBM is aware of the District's reliance on an outside source of funding (Universal Service Fund) to execute on the implementation tasks described in this SOW. Should EL PASO ISD not receive the requested funding for E-rate 5 or should EL PASO ISD receive only partial funding, IBM will work with EL PASO ISD to incorporate those portions of E-rate 5 funding that can be accomplished based upon available funding. It is specifically understood by IBM and EL PASO ISD that no E-rate 5 activity will occur prior to IBM's receipt from EL PASO ISD of written authorization to proceed.

It is understood by EL PASO ISD and IBM that this Statement of Work and its associated pricing is based upon IBM receiving written approval from EL PASO ISD to proceed with E-rate 5 no later than December 31, 2002. In the event this approval is not received by this date, IBM reserves the right to restructure the Statement of Work to incorporate only those tasks that can be successfully completed by IBM prior to June 30, 2003. This proposal will remain valid through December 31, 2002.

Total Charges: \$4,896,722, which includes travel and living expenses, plus any applicable estimated state and local taxes.

Both of us agree that the complete agreement between us regarding these Services will consist of 1) this Statement of Work and 2) the IBM Customer Agreement (or any equivalent agreement signed by both of us).

Agreed to:	Agreed to
EL Paso ISD	International Business Machines Corporation
(Authorized Signature)	By Manager (Authorized Signature)
Name_JACK S. JOHNSTON  Date 1-16-02	Name MICHAEL PART  Date 1-16-02
Customer Number2716257	IBM Customer Agreement No.BN8C298
Ei Paso Independent School District 6531 Boeing Dr. El Paso, TX 79925 Project name or identifier	4487 N. Mesa, Suite 200 El Paso, TX 79902 El Paso ISD – Video Equipment Solution and Installation Services
Start Date: July 1, 2002	End Date: June 30, 2003

IBM Statement of Work for

Video Equipment Solution and Installation Project

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# EL PASO INDEPENDENT SCHOOL DIS-TRICT

# **IBM Statement of Work for Network Electronics**



Prepared for

El Paso ISD

January 17, 2002



The information in this proposal shall not be disclosed outside the El Paso ISD organization and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal, provided that if a contract is awarded to IBM as a result of or in connection with the submission of this proposal, El Paso ISD shall have the right to duplicate, use, or disclose the information to the extent provided by the contract. This restriction does not limit the right of El Paso ISD to use information contained in the proposal if it is obtained from another source without restriction.

# **Table Contents**

STATEMENT OF WORK	3
Introduction	
2.0 IBM RESPONSIBILITIES	7
2.1 PROJECT MANAGEMENT	7
3.0 EL PASO ISD RESPONSIBILITIES	10
3.1 GENERAL RESPONSIBILITIES 3.2 PROJECT MANAGEMENT 3.3 SPACE, FACILITIES AND UTILITIES 3.4 SECURITY AND LAWS 3.5 DATA PRIVACY 3.6 REQUIRED CONSENT AND INDEMNITY	10 11 11 11
4.0 DELIVERABLES / DOCUMENTATION	12
5.0 SCHEDULE	13
5.2 PROJECT DELAYS	13
6.0 COMPLETION CRITERIA	14
7.0 CHARGES	15
7.1 PAYMENTS SCHEDULE	15
8.0 PROJECT WARRANTY	16
APPENDIX A DELIVERABLE / DOCUMENTATION GUIDELINES	17
A.1 WEEKLY STATUS REPORTS	17
APPENDIX B PROJECT CHANGE CONTROL PROCEDURE	19
APPENDIX C EQUIPMENT	20
ADDENDIY D SIGNATURE DAGE	22

# STATEMENT OF WORK

## Introduction

This section describes the Services that IBM will provide under the terms of the IBM Customer Agreement (ICA) and this Statement of Work (SOW). Specifically, IBM will provide El Paso Independent School District (El Paso ISD) with a set of customized e-ratable services, with supporting documentation. The details of the Services to be provided are described in this section. These Services will be provided at existing and newly built El Paso ISD locations in El Paso, Texas.

## This Statement of Work is comprised of the following sections:

- 1. Assumptions
- 2. IBM Responsibilities
- 3. El Paso ISD Responsibilities
- 4. Deliverable Materials Documentation
- 5. Project Schedule
- 6. Completion Criteria
- 7. Charges
- 8. Project Warranty

## The following are incorporated in and made part of this Statement of Work:

- Appendix A, Deliverable Guidelines / Documentation
- Appendix B, Project Change Control Procedure
- Appendix C, Equipment
- Appendix D, Signature Page

Changes to this Statement of Work will be processed in accordance with the procedure described in Appendix B, "Project Change Control Procedure." The investigation and the implementation of changes may result in modifications to the Schedule, Charges or other terms of this Statement of Work.

This proposal will expire December 31, 2002 unless this date is extended by IBM in writing.

# 1.1 Assumptions

This Statement of Work and IBM's estimates to perform the Statement of Work are based on the following assumptions. Deviations that arise during the proposed project will be managed through the procedure described in Appendix B, "Project Change Control Procedure."

IBM is not responsible for developing a new logical network design. The intent of this SOW is to supplement the existing network components using the Districts current design and configuration details.

- 1. The networking system environment consists of El Paso ISD's all eligible entities.
- 2. No sites affected by IBM's performance under this SOW have been declared as "Historical Buildings."
- 3. All functioning structured cabling, including patch cables, for both the wide area network and the local area networks will be provided by El Paso ISD.
- 4. IBM has a staging site available.
- 5. All wide area network services (Telephone or Fiber) will be supplied by El Paso ISD.
- 6. El Paso ISD school sites will be cabled and have closets prepared prior to the installation of network equipment.
- 7. El Paso ISD personnel who will be assigned to this project will have the technical skills necessary to participate in the project.
- 8. El Paso ISD and user personnel will be available as described in 3.0, "El Paso ISD Responsibilities."
- El Paso ISD can provide a current and accurate listing of each school site, to include network electronics hardware and software installed, and number of MC and IC wiring closets.
- 10. Work under this Statement of Work will be performed at sites within the El Paso ISD and will not require travel to school sites outside district boundaries.
- 11. Only those components specified in this SOW are to be supplied and installed by IBM. Additional components can be specified via the Project Change Control Procedure detailed in Appendix B.
- 12. Configuration services of network electronics in each MDF or IDF will be performed at one time.
- 13. Work under this contract will be performed during school hours (7:00 a.m. and 4:00 p.m.) unless otherwise mutually agreed upon by IBM and El Paso ISD.
- 14. Work to be performed at specific sites will be mutually agreed to and scheduled with IBM and El Paso ISD at least ten (10) business days prior to the commencement of the work.
- 15. IBM and our subcontractor will have unlimited, unrestricted access to all buildings. Any security requirements inclusive of guards, security codes/access codes, lighting and internal access and/or central monitoring are the responsibility of El Paso ISD.
- 16. IBM will be provided with access badges, keys and combinations or escorts to perform the work described in this SOW. Any delay encountered due to unavailability of buildings may result in additional charges being incurred by El Paso ISD. If this situation arises, it will be addressed via the Project Change Control Procedure detailed in Appendix B.

- 17. Adequate wall space/wiring closet space will be made available to IBM for the purpose of placing MDF/IDF products and equipment installed under this agreement. It is understood by IBM and El Paso ISD that any delay encountered due to insufficient wall space/insufficient wiring closet space may result in time delays and additional charges incurred by El Paso ISD. If this situation arises, it will be addressed via the Project Change Control Procedure detailed in Appendix B.
- 18. It is understood by El Paso ISD and IBM that this SOW is based upon the Start Date provided below. In the event this date is not achieved, IBM reserves the right to extend the projected project End Date on a working day for working day basis, and as mutually agreed upon by IBM and El Paso ISD via the Project Change Control Procedure detailed in Appendix B.
- 19. It is understood by El Paso ISD and IBM that this SOW and the pricing associated with this SOW are based upon the award of the total proposed SOW described in this document. The work described in this SOW will be performed during one continuous phase.
- 20. El Paso ISD will provide remote access to the El Paso ISD network for maintenance support.
- 21. This Statement of Work applies to all eligible entities identified in FCC Form 471.
- 22. All non-IBM products must be approved by IBM's Product Safety Review Board prior to IBM placing your order. If any product does not meet our product safety specifications, IBM will work with you to identify an alternate product. Procurement of an alternate product will occur only upon your approval.

## **Exclusions from this Statement of Work**

- 1. IBM is not responsible under this SOW for the identification or correction of any existing safety and/or code violations, whether federal, state or local, including but not limited to fire and electrical codes. If IBM should discover any safety and/or code violations during the course of this project, IBM will notify El Paso ISD of the problem. IBM will not be required to proceed with its work under this SOW until El Paso ISD remedies such violation, nor will IBM be responsible for delays to the work caused by such violation.
- 2. On-going network operations and Coordination are not included in this Statement of Work. IBM would be pleased to respond to El Paso ISD for the addition of these services.
- 3. Relocation and testing of existing computers, telecommunications, or CCTV equipment(s) or systems are not required.
- 4. Removal of existing telecommunications or CCTV cabling is not required.
- No data Media Converters are being supplied by this Statement of Work.
- 6. Installation of any hardware, software, and network electronics not specified in this SOW (e.g., workstations, servers, printers, routers, DSUs/CSUs, repeaters, modulators) is the responsibility of El Paso ISD. If IBM performs work on these excluded items it must be done pursuant to a separate purchase order.
- 7. It is understood by El Paso ISD and IBM that all matters relating to physical construction of new wiring closets/equipment locations and retrofits for existing wiring closets/equipment locations, (general construction build out, HVAC, electrical, lighting, construction permits) is the responsibility of El Paso ISD.

## 2.0 IBM RESPONSIBILITIES

# 2.1 Project Management

## **Task Description**

The objective of this task is to provide technical direction, maintain project control and to establish a framework for project communications, reporting, procedural, and contractual activity for the IBM tasks described.

## This task consists of the following activities:

- Establish and coordinate IBM efforts with the El Paso ISD Project Manager.
- Develop and maintain work plans for the performance of IBM responsibilities.
- Provide orientation for new project team members.
- Administer the Change Control Procedures.
- Maintain communications and review progress with the El Paso ISD Project Manager and team members during status meetings.
- Prepare and submit written Weekly Status Reports of IBM activities to the El Paso ISD Project Manager.

## Completion Criteria

This task will be considered complete when the other tasks identified under IBM Responsibilities have been completed and the Final Status Report has been delivered to the El Paso ISD Project Manager.

## Deliverables/Documentation

Weekly Status Reports.

# 2.2 Perform Site Survey

## Description

The objective of this task is to visit the El Paso ISD locations and perform the site survey. The sub-tasks are:

- 1. Verify and correct site general information, if necessary.
- 2. Identify and document site's special considerations:
  - Site's labor requirements and works restrictions (e.g. union vs. Non-union environments, works hours, access restrictions, special condition or limitations) that may affect the site's rollout.

- Safety regulations as may apply from municipalities
- Site security requirements
- Any unusual site conditions (e.g., site to be closed in one week)
- 3. Identify Equipment Room locations and requirements
  - Isolated electrical power circuit availability
  - Heating and air-conditioning
  - True earth ground availability
  - Access security
  - Fiber/Telephone circuit connection DS3, T1, ISDN
  - Define portable distances and type of antenna needed
  - Define parameters of installation how many portables at each site and how to be configured in wireless network

## Completion

This task will be complete when all site visits are completed and all site survey documentation is provided to El Paso ISD (one softcopy and one hardcopy of the documentation).

## Deliverable/Documentation

Site Survey Document

# 2.3 Installation And Configuration Of Network Electronics Equipment

## Description

The objective of this task is to configure and install Network Electronics.

#### The Subtasks are:

- 1. Provide Hardware as listed in Appendix C.
- 2. Inspect Hardware upon receipt at staging center no more than (10) ten days after receipt.
- 3. Deliver each piece of equipment and associated hardware to its designated location.
- 4. Install masts and antennas at each portable and main building as needed.
- 5. Install all wireless equipment and Cisco network electronics hardware in each building and portable as needed.
- 6. Perform power on system test.
- 7. Configure the Cisco switches to the local area and wide area networks.
- 8. Establish Layer 3 switching across local WAN and LAN.
- 9. Perform verification of network connection.
- 10. Verify connectivity to the Local Area Network and Internet.

## Completion

This task will be complete when IBM delivers the Site Network Installation Document to El Paso ISD.

### Deliverables/Documentation

Site Network Installation Document

# 3.0 EL PASO ISD RESPONSIBILITIES

The responsibilities listed in this section are in addition to those responsibilities specified in the IBM Customer Agreement and are to be provided at no charge to IBM. IBM's performance is predicated upon the following responsibilities being fulfilled by El Paso ISD.

# 3.1 General Responsibilities

- Assign a Project Manager to represent El Paso ISD regarding this contract.
- Provide full access to all El Paso ISD school locations as required under this SOW.
- Communicate with appropriate El Paso ISD personnel at your location of the work to take place and obtain their approval if necessary.
- Provide floor diagrams of affected campus locations in 8 1/2 x 11 hardcopy format.
- Provide all the necessary closet and/or equipment areas for location of network electronics, racks and cabinets as described within this SOW.
- Provide all necessary power and environmental support to accommodate all IBM and El Paso ISD provided equipment.
- Inform IBM of any change in network requirements in accordance with the IBM Project Change Control Procedure, Appendix B.

# 3.2 Project Management

Prior to the start of this Statement of Work under the Agreement, El Paso ISD will designate a person, called the El Paso ISD Project Manager, to whom IBM communications will be addressed and who has the authority to act for El Paso ISD in all aspects of the contract.

## The El Paso ISD Project Manager's responsibilities include:

- 1. Provide liaison between all project participants.
- 2. Manage the Project Change Control Procedure for El Paso ISD.
- 3. Attend project status meetings.
- 4. Obtain and provide information, data, decisions and approvals, within three working days of IBM's request unless El Paso ISD and IBM agree to an extended response time.
- 5. Help resolve project issues and escalate issues within the El Paso ISD organization, as necessary.
- 6. Permit posting of any notifications required by applicable law for Services provided at your locations.

# 3.3 Space, Facilities and Utilities

Provide installation facilities for IBM provided equipment. El Paso ISD is responsible for space allocation, HVAC and electrical considerations. El Paso ISD is responsible for providing power, light and water necessary for the performance of this project.

# 3.4 Security and Laws

El Paso ISD will identify and make the interpretation of any applicable federal, state, and local laws, regulations and statutes to see that the services provided by IBM comply.

# 3.5 Data Privacy

EPISD agrees to allow IBM and entities within its Enterprise to store and use EPISD contact information, including names, phone numbers, and e-mail addresses, anywhere IBM does business. IBM will process such information only in connection with our business relationship, and IBM reserves the right to provide such information to entities within its Enterprise, and its contractors, Business Partners and assignees performing services under this SOW, for uses consistent with their collective business activities, including communicating with EPISD (for example, for processing orders, for promotions, and for market research).

# 3.6 Required Consent and Indemnity

EPISD will promptly obtain and provide to IBM Global Services all Required Consents necessary for IBM Global Services to provide the Services described in this Statement of Work. A Required Consent means any consents or approvals required to give IBM Global Services and IBM Global Service's subcontractors the right or license to access, use and/or modify (including creating derivative works) to the hardware, software, firmware and other products that EPISD. uses, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.

EPISD will indemnify, defend and hold IBM, IBM affiliates, and subcontractors, harmless from and against any and all claims, losses, liabilities and damages (including reasonable attorneys' fees and costs) arising from or in connection with any claims (including patent and copyright infringement) made against IBM, alleged to have occurred as a result of EPISD's failure to provide any Required Consents.

IBM will be relieved of the performance of any obligations that may be affected by EPISD's failure to promptly obtain and provide any Required Consents to IBM.

# 4.0 DELIVERABLES / DOCUMENTATION

The following items will be delivered to El Paso ISD under this Statement of Work. See Appendix A, "Deliverable Guidelines" for a description of each deliverable.

- Status Report
- Site Survey Document
- Site Network Installation Document

## 5.0 SCHEDULE

- Start Date July 1, 2002.
- End Date June 30, 2003.

# 5.2 Project Delays

IBM will not be responsible for delays or additional requirements imposed by any government agencies or unforeseen conditions such as delays in the progress of the project by your acts or neglect or the acts or neglect of your employees or separate contractors employed by you, by changes ordered in the project not caused by the fault of IBM, by labor disputes, fire, unusual delays in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or other causes beyond IBM's control or by another cause which you and IBM agree is justifiable.



# **6.0 COMPLETION CRITERIA**

IBM shall have fulfilled its obligations under this Statement of Work when any one of the following occurs:

- IBM accomplishes the tasks described in section 2.0, "IBM Responsibilities,"
- El Paso ISD terminates the Project in accordance with the provisions of the IBM Customer Agreement.
- The End Date for the contract is reached.

## 7.0 CHARGES

Total Charges (including travel & living expenses)

\$11.662,400

IBM will submit invoices per the payment schedule as stated below.

IBM understands that the decision to implement this project is contingent upon award to the District of funding under the E-Rate program. IBM will not begin work on this project without written notification from EPISD that funding has been approved and that work should begin. If such notification has not been received by December 31, 2002, at IBM's option, IBM may terminate this Statement of Work or implement an extension of this Statement of Work, as well as changes in pricing or other terms and conditions as may be required, via the Project Change Control Procedure outlined in Appendix A.

**E-Rate Invoicing:** Prior to commencing work, IBM requires 1) a fully signed contract signature sheet; 2) a P.O. in the amount that the E-Rate program is not funding (e.g. non-discounted portion of the eligible costs plus the non-eligible costs), and; 3) a copy of the USAC's Funding Commitment Decision Letter.

As a service to the school, IBM will perform dual billing per E-Rate terms and conditions. First, IBM will invoice the school monthly, as work is completed, for the 'non-discounted' portion of the ELIGIBLE items and any non-eligible items. Secondly, under separate invoice, IBM will invoice the E-Rate FCC Snowe-Rockefeller administration for the remaining discounted portion of the ELIGIBLE items. Payment is due as specified in the invoice.

Please note that although IBM will bill the school for the 'non-discounted' portion and other charges not eligible under the E-Rate program, the school assumes responsibility for the entire contract services charge. Not withstanding any other provision, the District has the right to terminate this agreement for business reasons if written termination notice is given to IBM prior to any work being perform or service provided.

Excluded from the Services Charge are items involving, but not limited to; repairs to the Location for correcting existing code deficiencies, painting, asbestos removal, plumbing, heating and ventilation, air conditioning work, etc.

IBM Service Provider Identification Number (SPIN): 143005607

IBM reserves a purchase money security interest in the Machines until IBM receives payment of the amounts due. You authorize IBM to prepare and file a financing statement to perfect its purchase money security interest in all Machines you order and IBM delivers under this Statement of Work.

## 7.1 Payments Schedule

IBM will invoice El Paso ISD and the SLD monthly for services provided and materials delivered to the IBM staging site during that month. Payment is due upon receipt of invoice by the El Paso ISD Accounts Payable Department.

## **8.0 PROJECT WARRANTY**

IBM warrants to the Owner that materials and equipment furnished under this Agreement will be new and that Work will be of good quality, free from improper workmanship and defective materials in conformance to applicable drawings and specifications. IBM agrees to correct Network Electronics work performed under this Agreement which proves to be defective in material and/or workmanship for a period of one (1) year.

IBM does not guarantee or warrant, express or implied, the materials used in workmanship of supplies, materials, equipment or machinery manufactured by third parties and furnished and installed under this Agreement. IBM shall endeavor to obtain from all vendors and suppliers and assign to Owner the customary warranties and guaranties of such vendors and suppliers with respect thereto. IBM shall render reasonable assistance to Owner when requested in order to enable the Owner to enforce such warranties and guaranties by third party manufacturers and suppliers.

There are no other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

# **APPENDIX A DELIVERABLE / DOCUMENTATION GUIDELINES**

# A.1 Weekly Status Reports

**Purpose:** IBM will provide Status Reports Weekly during the project to describe the activities, which took place during that period. Significant accomplishments, milestones and problems will be described.

**Delivery:** One (1) hard copy will be delivered to the El Paso ISD Project Manager within five (5) working days following the reporting period.

Content: The report will consist of the following, as appropriate:

- Activities performed during the reporting period
- · Activities planned for the next reporting period
- Project change control summary
- Problems, concerns, and recommendations
- Billing summary

# A.2 Site Survey Document—Documentation

## **Purpose**

IBM will provide a Site Survey Document for El Paso ISD location detailing locations, requirements, and special considerations.

## Delivery

One (1) hard copy of the document and on (1) electronic copy will be delivered to the El Paso ISD Project Manager.

### Content

## The report will consist of the following, as appropriate:

- Site general information
- Site special considerations
- Equipment room locations and requirements

# A.3 Network Installation Document

## **Purpose**

IBM will provide a Network Installation Document summarizing the installation of equipment as specified in Appendix C.

## Delivery

One (1) hard copy of the document and one (1) electronic copy will be delivered to the El Paso ISD Project *Manager*.

#### Content

The report will consist of the following, as appropriate:

- Equipment List with Serial Numbers
- Configuration Information
- Physical location information

# APPENDIX B PROJECT CHANGE CONTROL PROCEDURE

When both of us agree to a change in this Statement of Work, a written description of the agreed change (called a "Change Authorization") will be prepared, which both parties must sign. The Change Authorization will describe the change, the rationale for the change, and specify any change in the charges, schedule or other terms. Depending on the extent and complexity of the requested changes, IBM may charge for the effort required to analyze it. When charges are necessary in order to analyze a change, IBM will provide a written estimate and begin the analysis on written authorization. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

# APPENDIX C EQUIPMENT

IBM will provide the following internal connections equipment and associated documentation in accordance with the terms and conditions of this SOW:

<u>Qty</u>	Part No.	Description
	,	Cisco Network Electronics
10	WS-C6506-1300AC	Catalyst 6006 Chassis w/ 1300W AC Power Supply
10	WS-CAC-1300W=	Catalyst 6000 Second 1300W AC Power Supply
20	CAB-7KAC-15	AC Power Cord North America, 15A
10	WS-X6K-S2-MSFC2	Catalyst 6000 Sup Eng2, 2GE Plus, MSFC2 & PFC-2
10	SC-6K-SUP2-6.2.3	Catalyst 6000 Supervisor 2 Flash Image, Release 6.2.3
10	S6MSFC2AV-12103E	Catalyst 6000 MSFC2 IOS Enterprise w/vip
58	WS-X6416-GBIC	Catalyst 6000 16-port Gigabit Ethernet Module (Req. GBICs)
55	WS-X6348-RJ-45	Catalyst 6000 48-port 10/100 Module
60	WS-G5484	1000B SX Short Wave GBIC MM
225	WS-C3548-XL-EN	Catalyst 48-port 10/100 Switch w/ 2 GBIC ports
100	WS-C3524-XL-EN	Catalyst 24-port 10/100 Switch w/ 2 GBIC ports
150	WS-G5484	1000B SX Short Wave GBIC MM
225	WS-X3500-XL	Gigastack Stacking GBIC
1	WS-C6509-2500AC=	Catalyst 6509 Chassis w/ 2500W AC Power Supply
1	WS-CAC-2500W/2	Catalyst 6000 Second 2500W AC Power Supply
2	CAB-7513AC	AC POWER CORD NORTH AMERICA
2	WS-X6K-S2U-MSFC2	Catalyst 6000 Sup Engine 2, 2GE, MSFC2 & PFC2
1	SC6K-SUP-5.5.1	Catalyst 6000 Sup Flash Image, Release 5.5(1)
1	S6MSFC2BV-12103E	Catalyst 6000 MSFC2 IOS Desktop w/VIP
1	WS-X6182-2PA	Catalyst 6000 Family FlexWAN module
1	MEM-C6K-WAN-128M	Catalyst 6000 Family FlexWAN memory, 128 MB DRAM
2	PA-MC-8T1	Cisco 8-port Multichannel T1 adapter
2	WS-X6348-RJ-45	Catalyst 6000 48-port 10/100 Module
1	WS-X6416-GBIC	Catalyst 6000 16-port Gig-Ethernet Mod. (Req. GBICs)
1	MEM-C6K-FLC24M	Catalyst 6000 Sup PCMCIA Flash Mem Crd, 24MB
1	CISCO7204VXR	Cisco 7204VXR, 4-slot chassis, 1 AC Supply w/IP Software
1	PWR-7200	Cisco 7200 AC Power Supply Option

1	PWR-7200/2	Cisco 7200 Redundant AC Power Supply Option, 280W
2	CAB-AC	Power Cord,110V
1	C7200-I/O-2FE/E	Cisco 7200 Input/Output Controller with Dual 10/100 Ethernet
1	MEM-I/O-D-FLD48M	Cisco 7200 VO PCMCIA Flash Disk, 48 MB Option (Default)
1	NPE-300	7200VXR NPE-300 w/ 32MB base mem (128 MB addtl default mem)
1	MEM-SD-D-NPE-128MB	128MB Memory for NPE-225/NPE-300/NSE-1, Default
1	PA-MC-T3	1 port multichannel T3 port adapter

Qty	Cisco Aironet Equipment	
1300	Cisco Aironet 350 series Direct Sequence Ethernet Bridge	
500	Bulkhead Extender, antenna cable	
300	Antenna Kit w/6DBI Patch	
400	Antenna Kit w/13DBI Yagi Ant.	
700	350 Series Bridge Mounting Kit	
1300	10MB Ethernet Card for Aerial Connection	

## **APPENDIX D SIGNATURE PAGE**

IBM (we) will provide, and El Paso ISD (you) agree to accept, IBM Services (Services) for "IBM Statement of Work for Network Electronics" under the terms and conditions of the IBM Customer Agreement and this Statement of Work. For Scope of Services, Completion Criteria, Charges and other applicable terms refer to the IBM Proposal for the provisions of El Paso ISD" IBM Statement of Work for Network Electronics", dated January 17, 2002.

IBM is aware of the District's reliance on an outside source of funding (Universal Service Fund) to execute on the implementation tasks described in this SOW. Should El Paso ISD not receive the requested funding for E-rate 5 or should El Paso ISD receive only partial funding, IBM will work with El Paso ISD to incorporate those portions of E-rate 5 funding that can be accomplished based upon available funding. It is specifically understood by IBM and El Paso ISD, that no E-rate 5 activity will occur prior to IBM's receipt from El Paso ISD of written authorization to proceed. It is understood by El Paso ISD and IBM that this SOW and its associated pricing is based upon IBM receiving written approval from El Paso ISD to proceed with E-rate 5 no later than December 31, 2002. In the event this approval is not received by this date, IBM reserves the right to restructure the SOW to incorporate on those tasks that can be successfully completed by IBM prior to June 30, 2003. This proposal will remain valid through December 31, 2002.

Total Charges: \$11,662,400, which includes travel and living expenses, and applicable taxes which are the responsibility of El Paso ISD.

Both of us agree that the complete agreement between us regarding these Services will consist of 1) this Statement of Work and 2) the *IBM Customer Agreement* (or any equivalent agreement signed by both of us).

Agreed to:	Agreed to
El Paso ISD	International Business Machines Corporation
By Suh A Johnston	By Myflett
(Authorized/Signature)	(Authorized Signature)
Name JACK S. JOHNSTON  Date 1-16-02	Name MICHARL PRATT
Date 1-16-02	Date /-/6-0%
Customer Number: 2716257	IBM Customer Agreement No.: BN8C298
Customer Address:	IBM Office Address:
El Paso Independent School District	
6531 Boeing Dr.	4487 N. Mesa, Suite 200
El Paso, TX 79925	El Paso, TX 79902
Project Name or Identifier:	El Paso ISDNetwork Electronics
Start Date: July 1, 2002	End Date: <u>June 30, 2003</u>

# EL PASO INDEPENDENT SCHOOL DISTRICT

# **IBM Statement of Work for Cabling**



Prepared for

El Paso ISD

January 17, 2002



International Business Machines Corporation or IBM Global Services El Paso, Texas

The information in this proposal shall not be disclosed outside the EL PASO INDEPENDENT SCHOOL DISTRICT organization and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal, provided that if a contract is awarded to IBM as a result of or in connection with the submission of this proposal, EL PASO INDEPENDENT SCHOOL DISTRICT shall have the right to duplicate, use, or disclose the information to the extent provided by the contract. This restriction does not limit the right of EL PASO INDEPENDENT SCHOOL DISTRICT to use information contained in the proposal if it is obtained from another source without restriction